

**BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA**

**DOCKET NO. 2008-306-C**

IN RE:	)	
	)	
Complaint of Becker Complete	)	
Compactor, Inc.,	)	
	)	
Complainant/Petitioner,	)	
	)	<b>ANSWER OF DELTACOM INC.</b>
v.	)	
	)	
DeltaCom, Inc.	)	
	)	
Defendant/Respondent.	)	
	)	

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Pursuant to 26 S.C. Code Ann. Regs. 103-826 and applicable South Carolina law, Defendant, DeltaCom, Inc. ("DeltaCom"), respectfully submits this Answer to the Complaint of Becker Complete Compactor, Inc. ("Complainant"). DeltaCom respectfully would show the Public Service Commission of South Carolina ("Commission"):

**FOR A FIRST DEFENSE**

1. DeltaCom denies each and every allegation and statement set forth in the Complaint except as admitted herein.

**FOR A SECOND DEFENSE**  
(Failure to State a Claim)

2. The Complaint fails to allege facts sufficient to constitute a claim upon which relief can be granted.

**FOR A THIRD DEFENSE**

3. In response to the allegations contained in the first paragraph, DeltaCom admits that it entered into an Agreement for Service ("AFS") with the Complainant in March 2008.

DeltaCom denies that it made any representations to release Complainant from service without penalty. Further, DeltaCom worked diligently with Complainant to resolve any service concerns; however, DeltaCom maintains the Terms and Conditions of its AFS provide for discontinuance charges.

4. In response to the allegations in the second paragraph, DeltaCom denies that the installation at Complainant's facility was handled poorly. DeltaCom denies that there was a verbal promise by its Regional Sales Executive (referred to in the Complaint as "district manager") that DeltaCom would take responsibility for bills to two subcontractors hired by Complainant for work done on Complainant's side of the demarcation point. Further, Complainant does not detail adequately the alleged service issues since installation nor does Complainant provide details on the two vendor invoices; therefore, DeltaCom denies said allegations.

5. In response to the allegations contained in the third paragraph, DeltaCom is without sufficient information to form a belief as to whether or not uncorrected problems exist and, therefore, DeltaCom denies the same and demands proof and documentation of any alleged uncorrected problems.

6. In response to the allegations contained in the fourth paragraph, DeltaCom denies said allegations. DeltaCom has issued multiple credit adjustments to Complainant's account and has made service changes to better meet Complainant's account needs. DeltaCom maintains it has worked diligently with the Complainant to resolve any issues.

*Signature page follows.*

Respectfully submitted,

s/Robert E. Tyson, Jr.

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Columbia, South Carolina  
October 17, 2008